

SECOND JUDICIAL DISTRICT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

ROBERTS, JIM
ROBERTS, TRACY

Plaintiffs,

v.

D-202-CV-2016-07571

HARRISION K-9 SERVICES, LLC,

Defendants.

ORDER

This matter having come before the Court on a hearing on Defendant's Motion to Dismiss and the Court having heard arguments of counsel finds:

1. The Court has jurisdiction over the matter.
2. The Defendant's Motion to Dismiss is not well taken.
3. The arbitration clause at issue in this matter is both substantively and procedurally unconscionable.
4. The arbitration clause is procedurally unconscionable in that:
 - a. It is undisputed that it is a contract of adhesion;
 - b. Payment in full for the delivery and training of the dog is made prior to providing the contract;
 - c. There is no independent consideration paid for the arbitration clause; and/or,
 - d. The defendant made the offer to purchase the dog without disclosure of the arbitration clause and therefore the arbitration is extra-contractual.



5. The arbitration clause is substantively unconscionable in that the arbitration is unreasonably one-sided. The defendant is paid in full prior to the delivery of or the in-person training of the dog. Accordingly, there are no circumstances that would lead the defendant to pursue remedies through arbitration. Only the buyer is limited in their remedies.
6. As the arbitration clause is both procedurally and substantively unconscionable, the Defendant's Motion to Dismiss is denied.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read 'C. Shannon Bacon', written over a horizontal line.

C. SHANNON BACON
DISTRICT COURT JUDGE